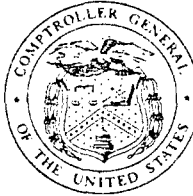


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DECISION

THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

FILE: B-202353

DATE: April 1, 1981

MATTER OF: Ace Art Company, Inc.

DIGEST:

00430

[Protest Against Bid Rejection]

Incumbent contractor's unsigned bid which is not accompanied by evidence showing intention to be bound or by evidence authorizing use of typewritten signature is properly rejected as nonresponsive.

Ace Art Company, Inc. protests the General Services Administration's (GSA) rejection of its unsigned bid submitted under solicitation NO. 2FC-EF-A-70142-S. The bid contained only the typewritten name of the bidder and of the person authorized to sign.

Ace Art contends that the failure to sign the bid was only a clerical error which should have been waived. In addition, the protester notes that it has been the incumbent contractor for the past two years and that an award to it would cost the Government 20 percent less than an award to the next lowest bidder.

GSA properly rejected Ace Art's bid.

Generally, a bid must be signed so as to establish the bidder's intention to be bound by the terms of the bid. See Jonard Industries Corporation, B-192979, January 30, 1979, 79-1 CPD 65. However, Federal Procurement Regulations § 1-2.405(c) (1964 ed.) permits waiving the failure of a bidder to sign its bid only if 1) the unsigned bid is accompanied by other material -- e.g., a bid guaranty or a document signed by the bidder referring to the bid -- indicating the bidder's intention to be bound, or 2) the bidder has authorized the execution of documents by typewritten, printed or stamped signature, submits evidence of such authorization and the bid contains such a signature. Thus, the failure of a bidder to normally sign a bid which bears a typewritten signature, but is not accompanied by documentary evidence indicating

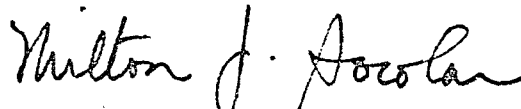
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that the typewritten signature has been adopted or authorized, is a material defect which may not be waived. See Professional Display, B-195535, August 14, 1979, 79-2 CPD 123.

Ace Art's bid was not accompanied by other material indicating the bidder's intention to be bound or by evidence that the typewritten signature was authorized. Therefore, the bid was properly rejected, notwithstanding that the protester had been the incumbent contractor for the past two years. Prior performance alone is not sufficient to indicate an intention to be bound to a bid. University of Wisconsin/Stevens Point, B-202178, March 4, 1981, 81-1 CPD ____.

With regard to the protester's observation that a contract award to the next low bidder will result in a higher cost to the Government, it has been our position that the public interest in strictly maintaining the competitive bidding procedures required by law outweighs any pecuniary advantage which the Government might gain in a particular case by a violation of the rules. See Professional Display, supra. In any case, there will not be an award to any bidder under this solicitation because GSA has canceled the solicitation.

The protest is summarily denied since it is clear from the initial submission that it lacks legal merit.



Acting Comptroller General
of the United States